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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**OIL AND GAS LEASE  
(Paid-Up Lease)**

**THE STATE OF TEXAS**

**COUNTY OF TARRANT**

This Oil and Gas Lease (this "Lease") is made on September 15, 2010, between Birdville Cemetery Association, a Texas nonprofit corporation (hereafter called "Lessor"), whose address is P. O. Box 821147, North Richland Hills, Texas 76182 and Dale Property Services, L.L.C. (hereafter called "Lessee"), whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, Texas 75201.

1. **Grant.** In consideration of \$10.00 in hand paid and other good and valuable consideration, Lessor grants and leases exclusively unto Lessee the following described land (the "Land"), subject to the terms and conditions set forth herein, for the purpose of exploring, and producing oil and gas therefrom in Tarrant County, Texas, to wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

2. **Primary Term.** Subject to the other provisions herein contained, this Lease is for a term of three (3) years from this date (called "Primary Term") and for so long thereafter as oil or gas is produced from the Land, or lands or leases pooled therewith, in paying quantities.

3. **Minerals Covered.** Notwithstanding any other provision hereof, this Lease covers only oil and gas. The term "oil and gas" means oil, gas, and other liquid and gaseous hydrocarbons and their constituent elements produced through a well bore.

4. **Royalty.**

(a) As royalties, Lessee agrees:

(1) To deliver free of cost to Lessor at the well(s) or to the credit of Lessor at the pipeline to which the well(s) may be connected, twenty-five percent (25%) (the "Royalty Percentage") of all oil and other liquid hydrocarbons produced and saved from the Land. At Lessor's option, which may be exercised from time to time and, which initially shall be assumed as exercised by Lessor unless Lessor notifies Lessee in writing otherwise, Lessee shall pay to Lessor the same part of the market value at the well of oil and other liquid

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hydrocarbons of like grade and gravity prevailing on the day the oil and other hydrocarbons are used or sold from the Lease in the general area in which the Land is located.

(2) To pay to Lessor:

(i) On gas produced from the Land and sold by Lessee or used on or off the Land and to which the following subparagraphs (ii) and (iii) do not apply, the Royalty Percentage of the market value at the point of sale, use, or other disposition.

(ii) On gas produced from the Land that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the higher of the Royalty Percentage of the market value of the gas at the inlet to the processing plant, or the Royalty Percentage of the market value of all liquids saved and sold, or used, from the gas produced at the wellhead plus the Royalty Percentage of the market value of all residue gas at the point of sale, use, or other disposition.

(iii) On gas produced from the Land that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the Royalty Percentage of the market value at the plant of all processed liquids credited to the account of Lessee and attributable to the gas plus the Royalty Percentage of the market value of all residue gas at the point of sale, use, or other disposition.

(b) The market value of gas will be determined at the specified location by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of oil and gas royalty will never be less than the total proceeds received by Lessee in connection with the sale, use, or other disposition the oil or gas produced or sold. For purposes of this paragraph, if Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, or if Lessee realizes proceeds of production after deduction for any expense of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage, or marketing, then the reimbursements or the deductions will be added to the total proceeds received by Lessee. Royalty will be payable on oil and gas produced from the Land and consumed by Lessee on the Land for compression, dehydration, fuel, or other use.

(c) It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, the Lessor's proportionate share of any such costs incurred on an unaffiliated interstate or intrastate gas pipeline which result in enhancing Lessor's proportionate share of the value of the marketable oil, gas or other products to receive a better price, than would be received from an affiliated gas pipeline, during the same time period may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost that would be

received from an affiliated gas pipeline during the same time period of enhancements. In no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

(d) If Lessee, or an affiliate of Lessee, compresses, transports, processes, or treats gas produced from the Land, Lessor's royalty shall not bear any of the costs associated therewith. If a third party, that is not an affiliate of Lessee, compresses, transports, processes or treats gas produced from the Land, Lessor's royalty will bear its proportionate share of costs and expenses associated therewith.

(e) Lessor shall be paid the Royalty Percentage of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payments and payments received in settlement of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas purchaser "makes-up" such gas and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor will only receive its Royalty Percentage of any payments made by the gas purchaser for such make-up gas taken pursuant to the take-or-pay provision or similar provision.

(f) If gas produced from the Land is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale, subject to the provisions of paragraphs 4(b) and (d) above.

(g) As used in this paragraph, "affiliate" means (i) a corporation, joint venture, partnership, or other entity that owns more than ten percent of the outstanding voting interest of Lessee or in which Lessee owns more than ten percent of the outstanding voting interest; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than ten percent of the outstanding voting interests of both Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same persons or group of persons.

(h) Acceptance by Lessor of royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor.

(i) The receipt by Lessee from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee acquiring legal or equitable title to Lessor's share of those proceeds, but Lessee will at all time hold Lessor's share of those proceeds for the benefit of Lessor

5. Shut-in Royalty. If after expiration of the primary term, there is located on the leased premises (or land pooled therewith according to the pooling authority contained in this lease) a well completed and capable of producing gas in paying quantities but the production thereof is shut-in, shut-down or suspended for lack of a market, available

pipeline, or because of government restrictions or, if it is economically inadvisable for both the Lessor and Lessee to sell gas for a time as evidenced by a written agreement signed by both parties, then and in any such event, the Lessee may pay as royalty a sum of money equal to \$100.00 per acre for the referenced acreage per annum for the period commencing on the date the well is shut in. The first payment will be due not later than ninety (90) days after the date the well is shut in, and subsequent payments will be due annually thereafter (if this lease is not being otherwise maintained in force) on the anniversary date of the period for which the prior payment was made. Upon proper and timely payment of royalty under this paragraph, it will be considered that gas is being produced. Shut-in royalty may be paid direct to Lessor at the address set out in this lease.

This lease may not be maintained in force by the payment of shut-in royalties for more than a period of two (2) years in the aggregate during any ten (10) year period without Lessor's written consent which shall not be unreasonably withheld. The ten (10) year periods referred to in this paragraph shall be consecutive, beginning with the first such period which commences on the first day that this lease is maintained by virtue of the shut-in well provision of this lease and later ten (10) year periods shall commence at the end of each prior ten (10) year period.

**6. Continuous Operations.** If, at the expiration of the Primary Term, oil or gas is not being produced from the Land, but Lessee has commenced operations for the drilling of a well on the Land, the Lease will not terminate but will remain in effect for so long thereafter as operations are diligently carried out with no cessation of more than ninety (90) days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this Lease, the term "operations" means actual drilling, fracturing, reworking, recompleting, deepening, plugging back, or repairing of a well in the endeavor to obtain, maintain, re-establish or enhance production of oil or gas with no cessation of more than ninety (90) days.

**7. Pooling.** Lessee shall have the right to pool the Land with other land or leases in the immediate vicinity thereof; provided, however, that all of the Land shall be included in a single pooled unit, a unit pooled for oil shall not exceed 40 acres and a unit pooled for gas shall not exceed 320 acres plus a maximum acreage tolerance of 10%.

**8. Offset Wells.** For purposes of this Lease, an "offsetting well" is a well that is producing oil or gas from adjacent or nearby land and is draining the Land or lands pooled therewith. If an offsetting well is completed, Lessee must, within one hundred twenty (120) days after the initial sales from the offsetting well, commence operations for the drilling of an offset well on the Land or lands pooled therewith and must diligently pursue those operations to the horizon in which the offsetting well is producing, or at the option of Lessee: (i) execute and deliver to Lessor a release in recordable form of this Lease, limited to the formation being produced by the offsetting well; or (ii) pay Lessor a monthly royalty equal to the royalty that would be payable under this Lease if the production from the offsetting well had come from the Land. The obligation of Lessee to either drill an offset well, release acreage or pay compensatory royalty as required above shall not apply if the acreage nearest the

offsetting well is already within a pooled unit which includes this Lease having a well producing from the same formation as the offsetting well.

9. **Surface Operations.** Notwithstanding anything contained herein to the contrary, lessee shall not enter upon the surface of the Land or place any structure, road, pipeline or building upon the leased premises, or conduct any operations on the Land without the written consent of Lessor, which consent may be withheld in Lessor's sole discretion. Lessee shall only develop the leased premises by pooling, as provided herein, or by directional or horizontal drilling commenced from a surface location on other lands.

10. **Assignments.** Lessor is granting rights to Lessee that Lessor would not grant to others. Therefore, prior written approval of Lessor is required for any transfer or assignment of this Lease by Lessee; provided that, without the consent of Lessor, Lessee may transfer or assign this Lease (i) to Chesapeake Exploration, LLC or its officer, directors, working interest partners (including TOTAL E&P USA, Inc), and/or its affiliates; (ii) in the case of a corporate merger, consolidation or reorganization, or (iii) in the case of a sale of all or substantially all of the assets of Lessee which includes Lessee's interest in this Lease. Any transfer or assignment must require the transferee or assignee to assume all of Lessee's obligations under this Lease. No change or division in ownership of the land, rentals or royalties however accomplished shall be binding on Lessee nor impair the effectiveness of any payments made hereunder until Lessee shall have been furnished, thirty (30) days before payment is due, a certified copy of the recorded instrument evidencing any transfer, inheritance, sale or other change in ownership.

11. **Force Majeure.** Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (other than a requirement to pay money), from conducting drilling or reworking operations on the Land, or from producing oil or gas, then while so prevented, that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations on or from producing oil or gas from the Land; and the time while Lessee is so prevented will not be counted against Lessee. "Force Majeure" means any Act of God; any federal or state law; or any other rule or regulation of governmental authority; or other causes beyond the control of Lessee (other than financial or strategical reasons). Force Majeure shall extend this Lease for a reasonable period of time beyond the end of the actual Force Majeure, in order for Lessee to prepare for and to proceed with conducting the desired operations on or from producing oil or gas from the Land.

12. **No Warranty and Proportionate Reduction.** Lessor makes no warranty of any kind with respect to title to the Land. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the Land. If Lessor owns an interest in the Land less than the entire fee simple estate, then the royalties payable hereunder will be reduced proportionately. Lessee, at its option, may discharge any past due tax, mortgage, or other lien on the Land, and in the event Lessee does so, Lessee will have the option of applying the

royalties accruing to Lessor toward payment of it.

13. **Horizontal Drilling.** Lessee agrees to drill only horizontal wells on the Land or on land pooled therewith. Lessor reserves the right to grant the right to allow for the drilling of vertical wells, if requested by Lessee. Such approval will require written authorization by Lessor and will identify the specific locations of such vertical wells.

14. **Notices.** All notices shall be deemed given and reports shall be deemed delivered if sent by certified letter, properly addressed and deposited in the United States mail, postage prepaid, to Lessor and Lessee at the addresses shown above, or if by courier or by Federal Express next business day delivery, upon receipt.

15. **Indemnity and Insurance.**

(a) LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY LESSEE'S OPERATIONS ON THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE AND SHALL APPLY AS TO THE LESSOR'S NEGLIGENCE BUT NOT THE LESSOR'S GROSS NEGLIGENCE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE TEN (10) YEARS AFTER TERMINATION OF THIS LEASE WITH THE EXCEPTION OF CLAIMS ARISING FROM VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS WHICH SHALL HAVE NO LIMITATION AS TO DURATION.

(b) At all times while this Lease is in force, Lessee shall acquire and maintain insurance covering all of its operations on the leased premises, including any work performed on its behalf by contractors, subcontractors and others. The policies shall include coverage for comprehensive general liability for bodily injury and property damage with a limit of \$ 3,000,000, blowout and loss of well coverage, and coverage for any damage to the environment resulting from a blowout, including coverage for the cost of cleanup and surface remediation, with a limit of \$ 3,000,000. In addition, Lessee shall maintain an Umbrella Liability policy in the amount of \$ 25,000,000. All such policies shall name the Lessor as an additional insured and will provide for a 30 day notice of cancellation. Upon written request, Lessee shall furnish a certificate from the issuing insurance company or companies evidencing the coverage. Lessee may self insure for up to \$ 5,000,000 with respect to the insurance coverage required of Lessee, provided that the tangible net worth of Lessee is, at all times while self-insurance is in effect, in excess of \$ 1,000,000,000.

16. **Dispute Resolution.** In the event of a dispute under this Lease, the parties agree to attempt to resolve the dispute through good faith mediation to be held in Tarrant County, Texas.

17. **Offsite Operations.** As a result of land development in the vicinity of the Land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this Lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or production operations are either restricted or not allowed on the leased premises or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the lease premises or off of lands with which the lease premises are pooled in accordance with this Lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, or production operations under the lease premises or lands pooled therewith, shall for purposes of this Lease be deemed operations conducted on the Land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this Lease, except as expressly stated.

18. **Depth Severance.** At the end of the PRIMARY TERM of this Lease, this Lease shall terminate as to all depths lying one hundred feet (100') below the stratigraphic equivalent of the deepest formation from which any well commenced in the Primary Term is drilled and completed as a well capable of commercial production in paying quantities on any lands pooled with all or part of the Land.

19. **Geophysical Operations.** If Lessee, is granted permission pursuant to paragraph 9, above to conduct geophysical operations on the Land, the following subparagraphs control.

- a. Lessee shall be responsible for obtaining permits from any surface lessee, and settling any related surface damages resulting from, arising out of, or occurring because of its geophysical operations conducted upon, under or across the Land.
- b. **LESSEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD LESSOR, ITS AGENTS, SERVANTS, MANAGERS, EMPLOYEES, AND ATTORNEYS HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE CLAIMS, EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES), JUDGMENTS, DAMAGES FOR PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, DEATH, OR PROPERTY DAMAGE), ARISING OUT OF OR RELATING TO ANY GEOPHYSICAL OPERATIONS CONDUCTED UPON, UNDER OR ACROSS THE LAND, REGARDLESS OF WHETHER SUCH**

MATTERS ARISE FROM LESSOR'S ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE SO LONG AS LESSOR'S CONCURRENT NEGLIGENCE IS NOT MORE THAN FIFTY PERCENT (50%) OF THE PRODUCING CAUSE OF THE DAMAGES SUFFERED, LESSEE SHALL HAVE NO OBLIGATION TO INDEMNIFY OR HOLD LESSOR HARMLESS FROM ANY COST, EXPENSE, OR LIABILITY WHICH MAY ARISE OR RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR LESSOR.

20. **Audits.** Lessor shall have the right to annually, inspect the books, accounts, contracts, and records pertaining to the development, production, saving, transportation, sale and marketing of the oil and gas from the Land. All inspection must be at the cost of Lessor and during normal business hours.

21. **Miscellaneous Provisions.**

(a) In the event this Lease expires for any reason as to all or any part of the Land, Lessee shall upon written request promptly furnish Lessor with a written, recordable release covering all of the Land or that portion of the Land to be released.

(b) Nothing in this Lease negates the usual implied covenants imposed upon Lessee.

(c) Lessee will conduct all operations hereunder in compliance with the rules of the Railroad Commission of Texas and federal and state environmental laws and regulations.

(d) The execution or ratification by Lessor of any division order, gas contract, or any other document will not alter any provision of this Lease unless the intent to do so is expressly stated in the document.

(e) Paragraph headings are used in this Lease for convenience only and are not to be considered in the interpretation or construction of this Lease.

(f) i. Upon request by Lessor, Lessee shall furnish to Lessor copies of applications to drill, well tests, completion reports, plugging records, plats and production reports.

(g) Lessor and Lessee agree that Lease or a memorandum of this Lease shall be recorded in the Official Public Records of Tarrant County, Texas, to inform the public of the existence of this Lease, and the memorandum shall be limited to information concerning the parties hereto, the Land, and the term and notice provisions of the Lease. Any such memorandum shall not in any way modify any of the terms, conditions and provisions of this Lease.



(h) This Lease is binding upon and for the benefit of Lessor, Lessee, and their respective heirs, personal representatives, successors, and assigns.

Executed on the date first above written.

LESSOR:

By: 

Typed Name: ROGER D. BROOKS

Title: PRESIDENT of Birdville Cemetery Association

LESSEE:

DALE PROPERTY SERVICES, L.L.C.

By: 

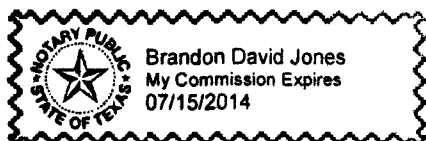
Typed Name: Rakey M. Taliaferro

Title: Vice President

THE STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this 15<sup>th</sup> day of September, 2010, by Roger Brooks, the President of Birdville Cemetery Association, a Texas nonprofit corporation and on behalf of said nonprofit corporation.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me this 16<sup>th</sup> day of September, 2010, by Raley Taliaferro, as Vice-President of Dale Property Services, L.L.C., a Texas limited liability company, on behalf of said company.

[Signature]  
Notary Public in and for the  
State of Texas

My commission expires:



## Exhibit "A"

Attached to and by reference made a part of that certain Oil & Gas Lease dated September 15, 2010 between Birdville Cemetery Association, a Texas nonprofit corporation, as Lessor and Dale Property Services, L.L.C., as Lessee.

3.27 acres of land, more or less, being that certain tract of land out of the George Akers Survey, Abstract No. 30 being more particularly described by metes and bounds in that certain deed dated the 12<sup>th</sup> day of November, 1910 by and between Wm. Melbourn, as grantor and Birdville Cemetery, as grantee, recorded in Book 325, Page 277 of the Deed Records of Tarrant County, Texas.

2.148 acres of land, more or less, being Lots 3, 4, 5, 11, 10, 9, 8, 7, 6, 20, 21, 22, 23, 24. Lot #25 in Block 8 belongs to Mr. Herchel B. Hardisty. Block 9 inclusive Lots 1 through 25 and most of Block 10 being more particularly described by metes and bounds in that certain deed dated the 15<sup>th</sup> day of November, 1975 by and between Mrs. Juliette Parkley Gibbons, as grantor and Birdville Cemetery Association, as grantee, recorded in volume 5924, page 764 of the Deed Records of Tarrant County, Texas.

SAVE AND EXCEPT: .0091827 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 4<sup>th</sup> day of March, 1968, by and between The Birdville Cemetery, as Grantor, and J. N. Harris, as Grantee, recorded in Volume 5043, Page 579 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0045913 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 8<sup>th</sup> day of May, 1973, by and between The Birdville Cemetery, as Grantor, and Mr. Wilson Boaz, as Grantee, recorded in Volume 5473, Page 641 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0045913 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 7<sup>th</sup> day of May, 1991, by and between The Birdville Cemetery, as Grantor, and Marion Huckabee, as Grantee, recorded in Volume 10253, Page 682 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0022956 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 24<sup>th</sup> day of January, 1995, by and between The Birdville Cemetery, as Grantor, and J. Monne and Freddie L. Thomas, as Grantee, recorded in Volume 11864, Page 1562 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0034435 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 24<sup>th</sup> day of January, 1995, by and between The Birdville Cemetery, as Grantor, and Charles W. and W. Jaylene O'Hara, as Grantee, recorded in Volume 11976, Page 1882 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0022956 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 21<sup>st</sup> day of May, 1996, by and between The Birdville Cemetery, as Grantor, and James and Gladys McDonald, as Grantee, recorded in Volume 12451, Page 2239 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0022956 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 30<sup>th</sup> day of May 1997, by and between The Birdville Cemetery, as Grantor, and Julius and Anita Bussey, as Grantee, recorded in Doc # 198113480 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0011478 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 1<sup>st</sup> day of July, 1998, by and between The Birdville Cemetery, as Grantor, and John T. Elliott and Gayla Elliott, as Grantee, recorded in Doc # 198208411 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .002956 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 6<sup>th</sup> day of March 2000, by and between The Birdville Cemetery, as Grantor, and Carolyn Phipps Solomon, as Grantee, recorded in Doc # 200050661 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0011478 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 22<sup>nd</sup> day of February, 2001, by and between The Birdville Cemetery, as Grantor, and Edward A. Hollingsworth IV, as Grantee, recorded in Doc # 201052239 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0091827 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 10<sup>th</sup> day of September, 1993, by and between The Birdville Cemetery, as Grantor, and Mrs. C. R. Brewster, as Grantee, recorded in Doc # 202242798 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0022956 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 17<sup>th</sup> day of September, 2003, by and between The Birdville Cemetery, as Grantor, and Charles and Laura Hunter, as Grantee, recorded in Doc # 204248771 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0022956 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 11<sup>th</sup> day of February, 1972, by and between The Birdville Cemetery, as Grantor, and R. D. Newton, as Grantee, recorded in Volume 5192, Page 435 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0022956 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 31<sup>st</sup> day of January, 1972, by and between The Birdville Cemetery, as Grantor, and Mr. A. Harley Portwood, as Grantee, recorded in Volume 5188, Page 121 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0045913 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 24<sup>th</sup> day of September, 1987, by and between The Birdville Cemetery, as Grantor, and Marion Huckabee, as Grantee, recorded in Volume 9339, Page 792 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0045913 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 4<sup>th</sup> day of May, 1976, by and between The Birdville Cemetery, as Grantor, and Mr. and Mrs. John Paul Brown, as Grantee, recorded in Volume 6320, Page 758 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0045913 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 13<sup>th</sup> day of August, 1969, by and between The Birdville Cemetery, as Grantor, and Nolan Anderton, as Grantee, recorded in Volume 5550, Page 97 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0091827 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 17<sup>th</sup> day of September, 1979, by and between The Birdville Cemetery, as Grantor, and Iva Coleman, as Grantee, recorded in Volume 6809, Page 98 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0034435 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 27<sup>th</sup> day of July, 1977, by and between The Birdville Cemetery, as Grantor, and Mr. and Mrs. Donald Tallman, as Grantee, recorded in Volume 6284, Page 983 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0022956 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 3<sup>rd</sup> day of October, 1979, by and between The Birdville Cemetery, as Grantor, and Carolyn Phipps, as Grantee, recorded in Volume 6824, Page 2306 of the Deed Records of Tarrant County, Texas

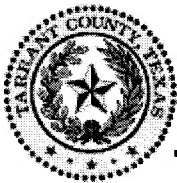
SAVE AND EXCEPT: .0022956 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 12<sup>th</sup> day of September, 1979, by and between The Birdville Cemetery, as Grantor, and Mrs. Yvonne Flippo, as Grantee, recorded in Volume 6998, Page 917 of the Deed Records of Tarrant County, Texas

SAVE AND EXCEPT: .0034435 acres of land, more or less being all that certain tract of land being situated in the G. Akers Survey, Abstract No. 30, Tarrant County, Texas, and being more particularly described by metes and bounds in that certain deed dated 3<sup>rd</sup> day of March, 1984, by and between The Birdville Cemetery, as Grantor, and Martha E. Potter, as Grantee, recorded in Volume, 7783, Page 1330 of the Deed Records of Tarrant County, Texas

Said lands are hereby deemed to contain 5.3330611 acres of land, more or less.

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES  
500 TAYLOR ST # 600  
FT WORTH, TX 76102

Submitter: DALE RESOURCES LLC

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 9/21/2010 12:28 PM

Instrument #: D210231419

LSE

15

PGS

\$68.00

By: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210231419

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN